

CONTRACT	
NO. 01-04-A-129521-0801	
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

A. G. Contract No KR01 1191TRN
PC Contract No.
ADOT ECS File: JPA 01-97
Proj: Rural Public Transportation,
Sect: FY01-02 Section 5311 Transit

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA
201 North Stone Avenue -3rd floor
Tucson, Arizona 85701

THIS AGREEMENT is entered into 26 September, 2001,
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as
amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the PIMA COUNTY,
ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The Federal Transportation Equity Act, Twenty First Century (TEA-21) has made funds available for the period 1 October 2001 through 30 September 2002, to the State to obtain and provide public transportation (Section 5311 transit). The State and the County desire to define their respective responsibilities relating to the transfer of up to \$231,810.00 through the State to the County and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

24917
Filed with the Secretary of State
Date Filed 09/26/01

Secretary of State

Vicky D. Gruenewald

II. SCOPE

1. The State will:

Provide the County federal funds in the amount of up to \$231,810.00, on a monthly cost reimbursement basis for activities performed relating to the Section 5311 public transportation program.

2. The County will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A and attachments thereto, which are incorporated herein and made a part hereof. Be responsible for all costs of the program over and above the State contribution of \$231,810.00.

c. Provide the required \$233,374.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the County by reason of State and Federal law under which funds for the activities are authorized to be expended. The County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance, nonperformance or negligent performance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County
Transit Manager
201 North Stone Avenue - 3RD floor
Tucson, Arizona 85701

9. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Rail M. Hualon
Chair
Board of Supervisors

By Mary Lynn Tischer
MARY LYNN TISCHER, Director
Transportation Planning

AUG 20 2001

ATTEST

By Lori Godoshian
LORI GODOSHIAN
Clerk of the Board

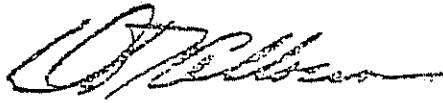
AUG 20 2001

619/10-12

RESOLUTION

BE IT RESOLVED on this 18th day of July 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with various recipients for the purpose of defining responsibilities for conveying Section 5311 transit funds.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

ATTORNEY APPROVAL

I have reviewed the attached agreement pursuant to A.R.S. 11-952 and declare this agreement to be in proper form and within the powers and authority granted to the Pima County Board of Supervisors under the laws of the State of Arizona.

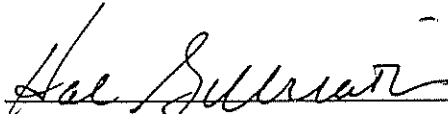
No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

DATED this 10th day of August, 2001

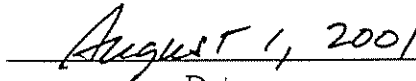
Hal Sullivan, Deputy County Attorney

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement, (JPA 01-97) by and between the State of Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy Pima County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Pima County Attorney.



Deputy Pima County Attorney



Date

DEPARTMENT APPROVAL

The foregoing Intergovernmental Agreement, (JPA 01-97) by and between the State of Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed and is hereby approved as to content.



Ben Goff
Deputy Director

Pima County Transportation and Flood Control District



Date

RESOLUTION NO. 2001 - 198

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR FUNDING OF RURAL TRANSPORTATION PROGRAMS AND DEFINES THE RESPONSIBILITIES OF THE PARTIES, THROUGH THE FEDERAL SECTION 5311 PROGRAM, (JPA-01-197).
(DISTRICTS 3,5)

WHEREAS, Pima County has determined it to be in the best interest of the public to enter into an intergovernmental agreement with ADOT for the purpose of acquiring Section 5311 Federal funding through ADOT, for the purpose of providing rural transportation services in Pima County, and

WHEREAS, ADOT agrees to acquire federal funds for the proposed purpose, and

WHEREAS, Pima County shall receive funding the amount of \$231,810.00 from ADOT through the Federal Section 5311 Project Reimbursement Program, for services to be provided by Pima County.

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

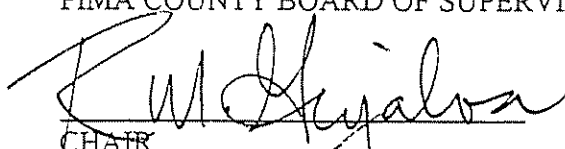
THAT Pima County enter into the intergovernmental agreement (JPA 01-97) with ADOT for the purpose of acquiring Section 5311 Federal funding in the amount of \$231,810.00, for the purpose of providing rural transportation services in Pima County, and

THAT the Chair of this Board is hereby authorized and directed to sign the intergovernmental agreement (JPA 01-97) with the Arizona Department of Transportation, and

THAT, the various Pima County Transportation Department officers and employees be and hereby are, authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 20th day of August 2001.

PIMA COUNTY BOARD OF SUPERVISORS


CHAIR
AUG 20 2001

ATTEST:


CLERK OF THE BOARD
AUG 20 2001

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

SCOPE OF WORK

1. The Contractor shall undertake and complete the activities as proposed in the approved application for Section 5311 funds. Such activities, hereinafter called Project, shall be accomplished as described in the Project Description, Attachment A.
 - a. The cost of the Project is estimated as indicated in Attachment B, Project Budget. The State of Arizona assumes no financial obligation or liability hereunder.
 - b. The method of payment shall be reimbursement of eligible costs incurred, up to the limits described herein. In accordance with the payment and reporting schedules prescribed by this Agreement, the Contractor shall submit reports and Project billings to State for reimbursement of non-operating and operating expenses. Approved capital expenses may be billed for reimbursement as incurred. In no event shall the total amount reimbursed by State exceed the federal share approved for the project.
 - c. Billings for reimbursement of eligible expenses and reports of contract activities shall be submitted preferably on a monthly basis, but no less than quarterly on forms provided by State, or on a spreadsheet template.
 - d. Each request for reimbursement must be accompanied by a reimbursement description which will include information to verify the reimbursement request amount. Items to be included will be description/purpose, amount and code which will relate to the budget line item. Reimbursement will not be processed unless all information is provided in correct form.
 - e. Each activity report shall include, but not be limited to, data regarding ridership, mileage, operating hours, fare recovery ratio, cost per passenger trip, cost per mile, non capital cost per service hour, passengers per service hour, passengers per mile. State may impose a penalty of a 5% reduction of total federal reimbursement per billing period for all billings or reports submitted more than 90 calendar days after the end of the billing period. An exception will be made for the final billing, which may be submitted up to 60 calendar days after the end of the final billing period, before becoming subject to the late penalty.
 - f. Eligible costs are those costs attributable to the Project and allowable under the approved Project budget and the provisions of:
 - 1) Office of Management and Budget (OMB) Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Government."
 - 2) OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments."
 - 3) OMB Circular A-102, Attachment O, "Standards Governing State and Local Grantee Procurement."
 - 4) OMB Circular A-133, "Audit Requirements "
 - g. All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, vouchers, warrants, and any other support evidencing that those costs were specifically incurred in the performance of the Project.

h. The Federal share payable for Project Budget expenses shall be subject to the following limits:

- 1) Capital expenses shall not exceed 80% of the net cost.
- 2) Administrative expenses shall not exceed 80% of the net cost.
- 3) Operating expenses shall not exceed 50% of the net operating costs or deficit
- 4) Anti-drug compliance costs shall not exceed 80% of the net cost.
- 5) Training costs shall not exceed 100% of the net cost.

i. At least half of the Contractor's share for all expenses must be provided from sources other than Federal funds or from approved in-kind expenses. The remaining half of the Contractor's share may be made up of unrestricted funds from other Federal programs as described in Attachment B, Project Budget.

j. All donation and advertising revenues received in excess of the budgeted local match shall be used to reduce the federal share of the Project budget.

k. Lien on Project Equipment - To the extent of financial assistance provided, State shall hold a first lien on all capital equipment acquired under this Agreement in the amount of the federal share of the equipment cost. State shall also hold a first lien on any computer hardware, software or office equipment provided to the Contractor and paid for by State.

2. Use and Disposal of Project Equipment

a. Contractor shall observe the property management standards as set forth in OMB Circular A-102, Attachment N. The Contractor further agrees that the Project equipment shall be used for the provision of transportation service within the described service area and in the manner described in Attachment A, Project Description. If, at any time, the contract with State for the described service is terminated or Project equipment is not used in this manner, or is withdrawn from transportation service whether by planned withdrawal or casualty loss, the Contractor shall notify State within 72 hours of such event, and shall remit to State a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of federal financial assistance to the actual cost of the equipment. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such misuse or withdrawal from use, and as approved by State. In the event of loss due to theft, casualty or fire, the damages paid by the insurance carrier or payable from a self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value. Upon State's receipt and approval of said payment, State's lien shall be released.

b. Records

1) The Contractor shall keep satisfactory records with regard to the use of equipment purchased under this contract and shall submit to State upon request such information as is required in order to assure compliance with this clause. The Contractor shall submit to State during the period of required use of Project equipment, a certification that the equipment is still being used in accordance with the terms of this Agreement.

2) Project vehicles may not be used for non-Project purposes

c. The Project equipment shall at all times be operated in a safe, prudent, lawful manner and within the limitations established by the manufacturer. The Contractor shall maintain the Project equipment in safe and mechanically sound condition and shall keep accurate records of such maintenance. The State shall have the right to conduct periodic inspections or site visits of Contractor's records and the Project equipment to verify compliance with this requirement.

d. The Contractor agrees to conduct a persistent and visible promotional program in order to insure that all facets of the service are known by and available to the general public, and in order to increase ridership on all trips. The Contractor shall provide State with copies or samples of promotional materials used. The Contractor shall submit to State on an annual basis, a plan describing marketing activities including, but not limited to, the following:

e. As part of the annual marketing plan, the Contractor is required to conduct formal and/or informal market analysis to determine what improvements can be made to the Project to better serve the general public.

f. The Contractor shall display, in a manner acceptable to State, a decal or similar sign on the exterior of the Project vehicles indicating that this device is open to the general public.

g. Changes to fares, routes, schedules, and the schedule of activities in Attachment A, Project Description, may be made with prior written approval from State without requiring a written amendment to this agreement.

h. Changes to budget line items may be made in accordance with the following rules:

1) Changes in and between operating and administration budget line items that are not in excess of 5% of the total Project cost, may be made with State's prior written approval.

2) Administrative funds may be rebudgeted for operating expenses with State's prior written approval. Operating funds shall not be reprogrammed for administrative expenses.

3) The capital contingency line item shall be used only for cost overruns of capital line items named in the Project budget.

4) No anti-drug compliance-cost line items shall be reprogrammed for other expenses.

5) No training funds shall be reprogrammed for other expenses.

i. All other changes mutually agreed upon shall be incorporated by written amendments to this Agreement.

j. The Contractor shall furnish certificates to State showing motor vehicle liability insurance in force for the use of Project equipment for the following minimum amounts:

1) Collision and Comprehensive Insurance -- (as applicable)

2) Personal Injury, Medical, and Uninsured Motorist -- \$300,000

3) Public Liability and Property Damage -- \$1,000,000.

Insurance Certificates shall name the State as additional insured. If the State holds liens on any Project equipment, insurance certificates shall also name State as loss payee. Insurance policies shall be occurrence form unless otherwise approved in writing by State. Such certificates are to be delivered to State concurrently with execution of this contract.

3. Procurement Requirements

a. The Contractor shall make purchases of any equipment, materials or services for the Project in compliance with the following:

- 1) Federal Management Circular A-87.
- 2) OMB Circular A-102, Attachment O.
- 3) UMTA Circular 7010.1, Capital Cost of Contracting.
- 4) Title 49, Code of Federal Regulations, 49USC 5323(I) 49CFR Part 661, "Buy America Requirements."
- 5) Title 49, CFR Part 23, "Participation by Minority Business Enterprise in Department of Transportation Programs", as amended.
- 6) UMTA Circular 4716.1, the UMTA Disadvantaged Business Enterprise Women Business Enterprise requirements for Recipients and Transit Vehicle Manufacturers.
- 7) State "DBE" Program Plan.
- 8) UMTA Order 4220.1A, "Third-Party Contracting Guidelines" dated 6-8-82.
- 9) State "Section 5311 Required Purchasing Procedures."
- 10) Pre-award and Post Delivery Audit Requirements, 49USC 5323, 49CFR Part 663.
- 11) Bus Testing Certification of compliance 49USC 3323 (c), 49 CFR Part 665.
- 12) Debarment Suspension Certification.

b. The Contractor shall submit its bid specifications to State for approval prior to release of the specifications to possible bidders. State shall concur in the bid award prior to any agreement or contract being executed for the purchase of services or capital equipment for the Project exceeding \$5,000.

OTHER PROVISIONS

1 Retention of Records, Audit, and Reimbursement for Audit Exceptions.

a. The Contractor, and any subcontractor, shall retain all books, accounts, reports, files and other records relating to this contract for a period of five years from completion of the contract. Such records shall be subject to audit and inspection at any reasonable time during the term of the contract or within five years after completion thereof, as provided by ARS Section 35-214.

b. The final audit of this Project will be conducted pursuant to OMB Circular A-133, the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs," and generally accepted auditing standards established by the American Institute of Certified Public Accountants. The Contractor also agrees to provide State with a copy of the final audit report.

c. The Contractor agrees to reimburse State for any expenditure under this Agreement for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by State, the State or federal government.

d. If federal or state audit exceptions are made relating to this contract, the Contractor shall reimburse all costs incurred by the State of Arizona and State associated with defending against the audit exceptions or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney fees based upon a reasonable hourly amount for the Assistant Attorney General based upon reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

e. Immediately upon notification from State, the Contractor shall reimburse the amount of the audit exception and any related costs directly to the appropriate Federal agency or State as specified by State in the notification. The Contractor shall indemnify the State and hold them, their officers, agents, and employees harmless against any and all liability or damages in regard to audit exceptions.

f. The Single Audit Act requires: All sub-recipients which receive less than \$300,000 will no longer be required to submit single audit reports, however, the State shall have an audit made IAW Circular A-133. The audit shall cover the entire operations of the State and the sub-recipient.

The auditor shall determine whether (1) the financial statements of the government department, agency or establishment present fairly its financial position and results of its financial operations IAW generally accepted accounting principles; (2) the organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs IAW applicable laws and regulations; and (3) The organization has complied with laws and regulations.

2 If, during the course of this Agreement, situations arise which prevent its completion within the time allotted, an extension of the contract time may be granted by mutual agreement of the parties hereto.

3 If this contract is terminated, Contractor will be compensated for work performed up to the effective date of termination.

4 Failure to perform any and all of the terms and conditions of this contract, including the schedule of work, shall be deemed a substantial breach thereof. The State shall give the Contractor written notice thereof. After receipt of such notice, the Contractor shall have five working days in which to respond. In the event the Contractor does not cure such failure to the satisfaction of State, the State may terminate this Contract without further consideration by so notifying the Contractor in writing. In the event of cancellation of this Contract, Contractor shall not be entitled to damages and agrees not to sue State for damages therefor. After notice of cancellation, Contractor agrees to perform the terms and conditions of this contract up to and including the date of cancellation, as though no cancellation had been made.

5 Subcontracts

a. The Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of State.

- b. Should subcontractors be authorized by State, the subcontractors will be subject to all provisions of this Agreement. It will be the Contractor's responsibility to duly inform the subcontractors by means of a contract or other legally binding document stipulating the subcontractors responsibility to comply with this Agreement.
6. The Contractor hereby agrees to indemnify, defend and save harmless the State, any of its departments, divisions, agencies, officers or employees from all sums which the State, any of its departments, divisions, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of the performance of the Project or this Agreement, or caused by any error, negligence, omission or act of the Contractor or any person employed by him, or others for whose acts the Contractor is legally liable. In the event of any legal action, the above sums shall include, but not be limited to court costs, expenses of litigation and reasonable attorney's fees
7. It is not the intent of this Agreement to place the State in the role of guarantor for protections in instances where a legally and financially responsible Contractor defaults on its obligations. The State enters into this Agreement to absolve itself of financial liability for the terms and conditions of the Section 13(c) Special Warranty, included herein by reference, assigning liability to the Contractor through this Agreement between the State and Contractor. The Contractor agrees to assume said liability and agrees that the terms and conditions of the Section 13(c) Special Warranty shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project, and transportation related employees of any other surface public transportation providers in the transportation service area of the Project. An appeal under Section 13(c) shall not void or suspend the terms of this Agreement.
8. No member of the Arizona Legislature nor any member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.
9. The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the performance of this contract and the work hereunder.
10. The Contractor shall comply with all applicable requirements of the following regulations relative to nondiscrimination:
- a. Title VI of the 1964 Civil Rights Act.
 - b. Executive Order 83-5.
 - c. 49 CFR Part 23, "Participation by Minority Business Enterprises in Department of Transportation Programs."
 - d. 49 CFR Part 23, 45 CFR 45281 (7/3/80), "Guidance for Implementing DOT Rules Creating a Minority Business Enterprises Program in DOT Financial Assistance Programs."
 - e. 9 CFR Part 23, 48 CFR 141 (7/21/83), "Participation by Minority Business Enterprises in Department of Transportation Programs."
 - f. 49 CFR 27, Parts 37 and 38 Transportation for Individuals with Disabilities; Final Rule.
 - g. 49 CFR 21, "Nondiscrimination in Federally Assisted Programs of the Department of Labor Regulations (41 CFR Part 60).

11. The Contractor agrees to comply with State's "Program Plan for Participation of Disadvantaged Business Enterprises."
12. Other Regulations
 - a. The Contractor shall address the needs of the elderly and disabled persons, pursuant to Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - b. The Contractor shall comply, as applicable, with the labor protection provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.
 - c. The Contractor shall comply, as applicable, with the Guidelines relative to charter bus and school bus operations.
13. General Requirements for Recipients
 - a. Policy It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under the MBE requirements of 49 CFR Part 23 apply to this agreement.
 - b. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
 - c. Each DOT financial assistance agreement shall include the following: If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.
 - d. The recipient shall advise each subrecipient, contractor, or subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 23 breach of contract and, after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.
 - e. Recipients required to submit affirmative action programs under § 23.41 (a)(2) or (a)(3) that have business opportunities for lessees shall submit to the Department for approval with their programs overall goals for the participation as lessees of firms owned and controlled by minorities and firms owned and controlled by women. These goals shall be for a specified period of time and shall be based on the factors listed in § 23.45(g)(5).
 - f. Except as provided in this section, recipients are not required to include lessees in their affirmative action programs. Lessees themselves are not subject to the requirements of this part, except for the obligation of § 23.7 to avoid discrimination against MBE's.

14. Required MBE program components.

a. The MBE liaison officer shall be responsible for developing, managing, and implementing the MBE program on a day-to-day basis; for carrying out technical assistance activities for MBE's; and for disseminating information on available business opportunities so that MBE's are provided an equitable opportunity to bid on the applicant's contracts.

b. Procedures to ensure that MBE's have an equitable opportunity to compete for contracts and subcontracts. The recipient shall develop and use affirmative action techniques to facilitate MBE participation in contracting activities. These techniques include:

(1) Arranging solicitations, time for the presentation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of MBE's.

(2) Providing assistance to MBE's in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

(3) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

c. Recipients subject to the disadvantaged business enterprise program requirements of 49 CFR Part 23 shall compile and update their directories annually. The directories shall include the addresses of listed firms.

Permer County
Grant 20

ALL SERVICE AREAS

BUDGET SUMMARY

	Capital	Operating	Administration	TOTAL
Fare Revenues	xxxxxxx	46,880	xxxxxxxxxx	46,880
Other Operating Revenues	xxxxxxx	163,601	xxxxxxxxxx	163,601
Local Share	9,000	221,858	2,516	233,374
Federal Share	36,000	185,746	10,064 ^{OK}	231,810
TOTAL	45,000	518,085	12,580	575,665

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements)

Other Operating Revenues:

Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions.

Donations: Those funds donated in lieu of passenger fares

AJO - Tucson

BUDGET SUMMARY 2290

	Capital	Operating	Administration	TOTAL
Fare Revenues	XXXXXXX	16,092	XXXXXXXXXX	16,092
Other Operating Revenues	XXXXXXX		XXXXXXXXXX	
Local Share		37,127	419	37,546
Federal Share		17,831	1678	19,509
TOTAL		71,050	2097	73,147

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements.)

Other Operating Revenues

Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions.

Donations: Those funds donated in lieu of passenger fares.

Ajo INTRA DAR

BUDGET SUMMARY

	Capital	Operating	Administration	TOTAL
Fare Revenues	xxxxxxx	10,850	xxxxxxxxxx	10,850
Other Operating Revenues	xxxxxxx	10,450	xxxxxxxxxx	10,450
Local Share		53,512	419	53,931
Federal Share		48,388	1678	50066
TOTAL		123,200	2097	125297

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements.)

Other Operating Revenues:

Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions.

Donations: Those funds donated in lieu of passenger fares.

Marona

Fixed Route

BUDGET SUMMARY

	Capital	Operating	Administration	TOTAL
Fare Revenues	xxxxxxx	7,800	xxxxxxxxxx	7,800
Other Operating Revenues	xxxxxxx	14,190	xxxxxxxxxx	14,190
Local Share		39,750	419	40,169
Federal Share		36,120	1678	37,798
TOTAL		97,860	2097	99,957

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements.)

Other Operating Revenues:

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Donations: Those funds donated in lieu of passenger fares.

New
Route

Ajo-Gila Bend

BUDGET SUMMARY 2290

	Capital	Operating	Administration	TOTAL
Fare Revenues	xxxxxxx	13,554	xxxxxxxxxx	13,554
Other Operating Revenues	xxxxxxx	2,088	xxxxxxxxxx	2,088
Local Share		27,896	419	28,309
Federal Share		25,468	1678	27,146
TOTAL		69,000	2097	71,097

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements.)

Other Operating Revenues:

Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions.

Donations: Those funds donated in lieu of passenger fares.

SAN XAVIER

BUDGET SUMMARY

	Capital	Operating	Administration	TOTAL
Fare Revenues	xxxxxxx	6,300	xxxxxxxxxx	6,300
Other Operating Revenues	xxxxxxx	12,803	xxxxxxxxxx	12,803
Local Share		34,356	419	34,775
Federal Share		31,276	1678	32,954
TOTAL		84,735	2,097	86,832

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements)

Other Operating Revenues:

Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions)

Donations: Those funds donated in lieu of passenger fares

Tucson Estates

BUDGET SUMMARY

	Capital	Operating	Administration	TOTAL
Fare Revenues	xxxxxxx	3,750	xxxxxxxxxx	3,750
Other Operating Revenues	xxxxxxx	12,604	xxxxxxxxxx	12,604
Local Share		29,223	421	29,644
Federal Share		26,663	1,674	28,337
TOTAL		72,240	2095	74,335

NOTE: You may be required to provide written justification for the estimates used in preparing this information. Use the PROJECT SUMMARY STATISTICS form on the following page as a guide to determine the appropriate entries.

Ridership:

The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.

Mileage:

Refers to the total number of miles you expect vehicle(s) to be driven

Vehicle Hours:

Refers to the number of hours vehicles are in revenue service. To obtain the number, multiply hours of daily operation times days per week the system will operate times weeks of service per year times the number of vehicles to be used. For example, if the service will be available 8-5, M-F, for 50 weeks during the year using 3 vehicles, the vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

Passenger Revenues:

Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements)

Other Operating Revenues:

Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions

Donations: Those funds donated in lieu of passenger fares

ATTACHMENT A

FY 2001 / 2002

GRANT 20

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

SECTION 1. SERVICE AREA

There shall be two service areas, known as the Marana service area and the Ajo service area.

a. The Ajo service area shall consist of services within the community of Ajo (within a six mile radius of Ajo Highway-SR 86 and Well Road) and regional service between Ajo and Tucson. Service hours and schedules will be as described in the application for funding.

b. The Marana service area shall consist of service within the town of Marana and surrounding communities. The service will operate as fixed route community circulator, and regional service between Marana and Tucson. Service hours and schedules will be as described in the application for funding.

c. The San Xavier service area shall consist of service between the San Xavier Mission complex and surrounding residential areas of the San Xavier District of the Tohono O'Odham Nation and the Laos Transit Center on Irvington Road in Tucson, where it interfaces with the urban transit system, Sun Tran. Service hours and schedules will be as described in the application for funding.

d. The Tucson Estates service area shall consist of service between the far-southwest areas of Tucson, which include the Tucson Estates and Branding Iron Park subdivisions, and the Laos Transit Center on Irvington Road in Tucson, where the route interfaces with the urban transit system, Sun Tran. Service hours and schedules will be as described in the application for funding.

SECTION 2. PROJECT SUMMARY

MARANA Pima County Rural Transit service is a contractor operated community transit system providing wheelchair accessible public transportation. The service consists of a fixed route, fixed schedule community circulator with route deviations available on a prior reservation basis to serve the elderly and persons with disabilities. The Marana service will provides four round trips per day on weekdays, beginning in the residential areas in unincorporated Pima County west of the town of Marana, then into the town of Marana and community of Rillito, and continuing south Interstate 10 to Ina Road and providing access to the commercial areas along Ina Road, Thornydale Road. This route also provide access to metropolitan Tucson via continuation service on the urban transit system, Sun Tran, which has three routes that operate along Ina Road and provide service into Tucson.

AJO Pima County Rural Transit service is a contractor operated community transit system providing wheelchair accessible public transportation. The service consists of a demand responsive public transportation service within the community of Ajo five days a week and regional inter-city bus service three days a week, providing public transportation from Ajo and the intervening communities to the City of Tucson.

San Xavier Pima County Rural Transit service a contractor operated community transit system providing wheelchair accessible public transportation. The San Xavier service operates as a fixed route fixed schedule access service, providing 10 round trips per day on weekdays and 9 round trips per day on Saturday. The route begins in the San Xavier Mission complex and loops through the residential area south of the complex and enters the metropolitan Tucson areas along Valencia road, providing access to the heavily developed commercial corridor along Valencia Road. The San Xavier route proceeds east to 12th Avenue, then north to Irvington Road and Road and the Laos Transit Center, where riders can transfer to any of the Sun Tran routes.

TUCSON ESTATES: Pima County Rural Transit service is a contractor operated community transit system providing wheelchair accessible public transportation. The Tucson Estates service operates as a fixed-route, schedule access service, providing 8 round trips per day on weekdays. The route begins at Laos Transit Center on Irvington Road in Tucson and continues west on Irvington road to Camino De Oeste. The route then continue northwesterly on Kinney Road and serves the Tucson Estates Area, then continues south on Camino Verde to serve the Branding Iron Park area.

The route then continues along Irvington Road back to the Laos Transit, serving pockets of residential development along the way. At the Laos Transit Center, riders can transfer to any of the Sun Tran routes.

SECTION 3. ROUTES AND SCHEDULES

As described in the approved application for funding, Pima County, in cooperation with the operator and the local community, and in consultation with ADOT intends to adjust routes and schedules in order to improve ridership, effectiveness and attractiveness of the transportation services provided by Pima County Rural Transit.

SECTION 4. FARES

a. Ajo Service Area:

Within the community of Ajo	\$.75 one way
Ajo - Sells	\$4.00 one way
Ajo - Tucson	\$7.50 one way
Ajo - Why	\$1.00 one way

b. Marana Service Area:

Within the service area west of Rillito	\$.75 one way
From the service area to Ina/Thornydale	\$1.00 one way

c. San Xavier Service Area:

San Xavier - Tucson	\$.75 one way
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d. Tucson Estates Service Area.

Tucson Estates - Tucson	\$.75 one way
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Pima County, in cooperation with the operator and the local community, and in consultation with ADOT may adjust the fares to improve effectiveness and attractiveness of the transportation services provided by Pima County Rural Transit.

The Project must collect a fare recovery ratio of 17% for demand responsive service and 22% for fixed route service, of the combined administrative and operating costs of the Project or agree to make up the fare deficit from local funds.

If, however, the contractor cannot make up the difference from local funds and or, if the contractor has not performed with contract schedule of activities, ADOT may deduct the difference from the operating and or administrative Federal Share.

SECTION 5. COST ALLOCATION

Since the Project vehicles may also be used for non-Project purposes, the contractor agrees to keep accurate mileage logs to distinguish between PROJECT and non-PROJECT mileage. ADOT will reimburse vehicle related operating costs in proportion not to exceed the number of actually driven Project miles as a percentage of the total miles.

SECTION 6. EQUIPMENT AND MAINTENANCE

The service will utilize existing contractor fleet to implement the PROJECT. The Contractor will provide necessary back-up vehicles to continue scheduled service when any of the project vehicles mentioned above are unavailable for whatever reason.

SECTION 7. PRIVATIZATION OF SERVICE

The County has issued a Request for Proposals (RFP) soliciting the interest of a private vendor to operate the service. If the County elects to change operators, or to operate the system in-house, prior concurrence of ADOT shall be sought.

ATTACHMENT A
REPORTS

DUE DATES

1. Transit Advisory Committee	Jan 2002
Minutes.	Apr 2002
	Jul 2002
	Oct 2002

2. Disadvantaged Business	
Enterprise (DBE) Report	July 2002
For applicants receiving in excess	
of \$250,000 exclusive of vehicle	
purchase.	

3. Three Year Transit Plan	Part of application package
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4. Private Sector Policies	Part of application package
and procedures	



STATE OF ARIZONA

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-1191TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 19, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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